ACCEPTABLE USE POLICY (AUP) FOR CONFIRMIT HORIZONS SOFTWARE AS A SERVICE V18.0 (v3)

1. AUP INTRODUCTION

1.1. The main objectives of this AUP are to provide you and your company with reliable and stable access to the Confirmit Horizons Software accessed as Software as a Service (the "SaaS Service"), and to protect the privacy and security of your company's data and information.

1.2. The Confirmit Horizons Software is a very flexible framework, and allows for the most sophisticated solutions to be built. Our approach has always been to keep the number of hard-coded thresholds at a minimum, as we do not want to unnecessarily limit creativity. By keeping options open, it is however possible that some actions by some clients may cause performance issues or trigger errors. Having taken such an open approach to the Confirmit Horizons Software, it is not possible for us to foresee all possible impact stemming out of any user pattern. It is therefore not possible for us to provide exact limitations in all areas herein. If we need to discuss with you about AUP limits, it is our experience that constructive dialogue is always helpful, and we will always make reasonable efforts to provide alternative suggestions.

1.3. While it is not our intent to actively monitor your use of the Service, we may take such actions as deemed appropriate by it when it becomes aware of a violation of this AUP.

1.4. This AUP supplements, but does not supersede, the Documentation, as well as the Confirmit Horizons SaaS / On-Demand / ASP Agreement (the "Agreement") that your company has executed with us. If the Documentation or the Agreement restricts the use of the Service in areas not addressed in this AUP, the Documentation or the Agreement will govern with respect to such areas.

1.5. Any use of the word "you" in here refers to any user to whom you grant access to use the Service under the terms of the Agreement, including Third Party Users. Third Party Users are any users permitted to access parts of the Service, under the terms of the Agreement, without using a UserID, including Respondents and parties granted access to look at reports deployed via the Service.

2. PROHIBITED USE

2.1. Illegal and Criminal Activity / Security Violations / Threats

You may not use the Service to engage in illegal, abusive, or irresponsible behaviour, including but not limited to:

- 2.1.1. criminal or civil violations of state, federal, or international laws, regulations, or other government requirements where such violations include but are not limited to theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information;
- 2.1.2. unauthorised access to or use of data, services, systems or networks, including any attempt to probe, scan or test the vulnerability of either the Service or another system or network or to breach security or authentication measures, without express prior written authorisation of the owner of the system or network;
- 2.1.3. interference to the Service or any user, host or network including, without limitation, mail bombing, flooding, and deliberate attempts to overload a system;
- 2.1.4. use of an Internet account or computer without the owner's authorisation;
- 2.1.5. collecting information by deceit, including, but not limited to Internet scamming (tricking other people into releasing their passwords), password robbery, phishing, security hole scanning, and port scanning;
- 2.1.6. use of any false, misleading or deceptive TCP-IP packet header or any part of the header information in an email or a newsgroup posting;
- 2.1.7. use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- 2.1.8. any activity or conduct that is likely to result in retaliation against the Service or us;
- 2.1.9. introducing intentionally or knowingly into the Service any virus, contaminating program or script code; or fail to use an up to date virus-scanning program on all material downloaded from the Services;
- 2.1.10. transmission of materials of threatening nature, including threats of death or physical harm, harassment, libel, racism, sexual or religious discrimination, and defamation; or
- 2.1.11. any other activity or conduct that unreasonably interferes with the Service, or other customers' use of our Service.

2.2. Offensive Content

You may not publish, display or transmit via the Service any content that we reasonably believe:

- 2.2.1. is unfair or deceptive under the consumer protection laws of the applicable jurisdiction, including chain letters and pyramid schemes;
- 2.2.2. is defamatory or violates a person's privacy;
- 2.2.3. creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement bodies;
- 2.2.4. improperly exposes trade secrets or other confidential or proprietary information of another person;
- 2.2.5. is intended to assist others in defeating technical copyright protections;
- 2.2.6. infringes another person's trade or service mark, patent, or other property right;
- 2.2.7. is discriminatory in any way, including by way of sex, race, or age discrimination;
- 2.2.8. constitutes or encourage child pornography or is otherwise obscene, sexually explicit or morally repugnant;
- 2.2.9. facilitates any activity or conduct that is or may be defamatory, pornographic, obscene, indecent, abusive, offensive or menacing;
- 2.2.10. is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- 2.2.11. involves theft, fraud, drug-trafficking, money laundering or terrorism;
- 2.2.12. is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to us; and
- 2.2.13. is otherwise malicious, fraudulent, or may result in retaliation against CONIFIRMIT by offended viewers.

"Publish, display or transmit via the Service" includes web content, email, and any other type of posting, display or transmission, direct or by means of references, that relies on the Internet.

2.3. Copyrighted Material

You may not use the Service to publish, distribute, or otherwise copy in any manner any text, music, software, art, image or other work protected by copyright law unless your company:

- 2.3.1. has been expressly authorized by the owner of the copyright for the work to copy the work in that manner; and
- 2.3.2. is otherwise permitted by copyright law to copy the work in that manner.

2.4. Emailing and Spam

- 2.4.1. The Service may only be used to perform the following types of email send-outs:
  - 2.4.1.1. invitations to surveys actually hosted on the Service (except where otherwise agreed to by us in writing), and reminders thereof;
  - 2.4.1.2. thank-you emails sent upon completion of a survey hosted on the Service;
  - 2.4.1.3. emails automatically generated as a result of respondents completing surveys ("sendmail" scripts);
  - 2.4.1.4. dispatching of exports (data-files or graphical reports) from surveys hosted on the Service
- 2.4.2. The laws and rules applicable to your company, will depend on the laws in the jurisdictions to which emails are being sent by

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you, and include e.g. CAN-SPAM Act of 2003 in the US, or the European Directive 2002/58/CE of 12 July 2002 on privacy and electronic communications. Following are some (but not all) activities that are strictly prohibited:

2.4.2.1. sending unsolicited or undesired email messages ("spam")
2.4.2.2. sending email without providing in the email itself a simple way of requesting to be excluded from receiving additional emails from the originator of the email ("opt out");
2.4.2.3. sending emails that do not accurately identify the sender's name, the sender's return address, and the email address of origin, or in general misrepresenting oneself;
2.4.2.4. sending email for the primary purpose of commercial advertising or promotion, independent of whether an Horizons survey is referred to or used;
2.4.2.5. sending email with charity requests, petitions for signatures, or any chain mail related materials; and
2.4.2.6. collecting the responses from unsolicited email.

3. REGULATIONS ON USAGE OF HORIZONS SAAS

Confirmit Horizons v18 introduces certain new features requiring additional storage on the SaaS Service. In relation to those new features, each client is granted the following data storage levels at no additional cost: (i) 5GB for multimedia files storage; and (ii) 10GB for SmartHub storage. Your company should verify utilized storage via the Software and / or logs provided to you, and regularly delete data and files so to reduce storage required. Whenever your company goes above the allocated levels of storage, you shall be required to sign up for additional storage for the remainder of the then applicable license period, at applicable fees.

*As used in this AUP, the word **record** refers to any response, whether it is a "complete" questionnaire or not; the word **variable** is defined as a single, open text, numeric or date question or an element/answer of a multi, numeric list, open text list, ranking or grid question*

3.1. Data collection and emailing

3.1.1. Unless agreed differently in writing with us, the total survey activity generated by your company across any and all surveys hosted on the Service shall not be above the thresholds listed below. Where your company necessitates exceeding the stated thresholds, then at least 5 business days prior to the planned release day of the survey, you must apply to exceed the limits by sending an email request to support@confirmit.com. A "High Capacity" fee may be applicable.

Pagehits (*):	Max 20,000 per hour Max 150,000 per day
Email uploading / send-outs:	Max 50,000 per day Max 200,000 per week (Monday – Sunday)

(*): One Pagehit is one questionnaire page delivered by the Service, independent of the number of questions and images on that questionnaire page.

3.1.2. The "per hour" figures for Pagehits are based on the assumption of a relatively even strain during one hour. As an example, 10,000 pagehits generated over 10 minutes equals 60,000 pagehits per hour, which exceeds the AUP level.
3.1.3. It is your responsibility to ensure that the number of emails sent does not exceed the total responses desired for the survey.
3.1.4. We do not provide any guarantees relating to deliverability, or to delivery times, of e-mails sent from the Service.

3.2. Questionnaire Dimensions

3.2.1. Although we have designed the Service to handle data collection and reporting strain generated by the most advanced activity of our users, extreme use may cause performance issues or errors. We shall not be responsible for issues relating to extreme use. What would be considered as extreme use will depend on a set of parameters relating to the activity you are performing, and can relate to:

3.2.1.1. Very long answer lists (500+ alternatives). It is instead recommended to use the Database Designer Add-On for such long answers list, and refer to the answer lists stored there through the "table lookup" or "hierarchy" settings on questions and loops, and utilize the "searchable multi" feature for respondent user interface when appropriate;
3.2.1.2. Very long questionnaires (1000+ question nodes)
3.2.1.3. Very complex questionnaires with heavy scripting. "Heavy scripting" relates primarily to CPU consumption that a survey requires to be executed: the more script, and the more complex the script, the more CPU is needed;
3.2.1.4. Widespread usage of loops, particularly loops in loops; and
3.2.1.5. Heavy use of media-files.
3.2.1.6. Where Database Designer is being used for table lookup or hierarchy lists, up to 100,000 answer list items are supported under normal user conditions. Normal user conditions is where the number of concurrent respondents accessing the specific question type at any time is limited, masking is not applied, and that there are no additional Database Designer columns being referenced to. If additional columns are being utilized, the number of total answer list items must be reduced to retain proper performance. Contact support for guidance.

3.3. Reporting Limitations (including reporting APIs)

3.3.1. The Service supports a variety of reporting needs, but limitations may occur on heavy reporting use. We shall not be responsible for issues, errors or failures affecting you or your company, where the guidelines for use given below are not followed.
3.3.2. You shall not:

3.3.2.1. go beyond 10 000 filter categories on the filter page (e.g. if the filter page has three filters with 5 elements each that would be a total of 15 filter categories on the filter page);
3.3.2.2. go beyond 1 000 data cells on a single page (e.g. If the page has two aggregated tables, both with a 10x20 dimension, that would be a total of 400 cells on the report page);
3.3.2.3. go beyond 5000 table cells per hitlist page (e.g. adding 10 questions to the hitlist, and setting the Table Rows-property to 500 rows per page will generate more than 5000 table cells on a hitlist page).
3.3.2.4. run Reportal reports with more than 200 tables per report;
3.3.2.5. order exports, or publish reports, with more than 200 pages. This same limit applies to the Table Creation function in the XML Web Services. Where you require reports in excess of 200 pages, it should create several smaller sized reports;
3.3.2.6. attempt to re-run complex reports or exports that clearly seem to cause deterioration of performance on the Service. In such cases you must contact support for guidance;
3.3.2.7. report simultaneously across more than 6 survey at the same time (in Multi-survey Reporting); and
3.3.2.8. for External Data imports into Reportal (direct import of external data and schema in Triple-S format), the limits set forth in the table in 3.5.1 below apply.
3.3.2.9. in Rapid Results, include a single table exceeding 500 cells. The whole report in total (whole page) should not exceed

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1000 cells.

3.3.3. **Concurrent access to RVAs / RDAs / RAAs and similar report access features ("RxA")**:
The number of concurrent RxA accesses the SaaS can handle depends on a number of factors related to how the underlying report has been built and programmed, and how large the underlying dataset is. Given the large number of factors that affect performance, it is not possible to pre-define any specific concurrency access limits. We strongly urge you to contact support well in advance of any large scale deployment for RxAs and provide to us (i) concurrency access estimations; (ii) sample dataset; (iii) sample report. Together with you, we will make reasonable efforts to jointly test performance of concurrency access levels. Where necessary based on the test results, you may be required to re-program or tune the reports made available via the RxAs as reasonably necessary to reduce server strain; and / or reduce or minimize concurrent access.

3.3.3.1. Any of your users tasked to create and program reports to be accessed via RxAs, must review and take into account CONFIRMIT's documentation for best practices for programming in Reportal, available in an Appendix to the Reportal User Manual

3.4. Database Limitations

3.4.1. For each survey created in Horizons, collected data is stored in SQL database(s). The normal size of a survey database is between 5Mb and 20Mb. The larger and more complex the data collection survey is (e.g., the more loops and background variables), the larger the database will be. Under certain conditions, databases exceeding 500Mb may experience a deterioration of performance. We reserve the right to take reasonable steps to maintain acceptable database performance. Such steps may include, but are not limited to, the deletion of incomplete / screened / quotafull responses. You will be informed in advance of any proposed action, and we expect you to reasonably co-operate with us during such process.

3.4.2. Use of a survey database for feeding or redirect purposes only, thus causing only "incompletes" to be stored in the database, is not permitted unless we have granted you prior written approval (commercial terms may apply). If such approval is granted, you are responsible for applying a "DeleteCurrentResponse" script to the survey, so to clean up the database on ongoing basis.

3.4.3. Before setting a survey into production, a "Launch Survey" task needs to be run. The underlying database structure generated upon running a "Launch Survey" task may become very large, depending on the size of the different aspects of the survey, such as number of questions, length of pre-defined answer lists, and size of open-ends, and number of languages. The Horizons Software supports multilingual surveys, and the number of languages supported within one single survey will depend on the overall aggregate complexity of the survey. In some situations, the Launch Survey task may fail due to limits having been reached. In such cases our support teams will provide assistance in troubleshooting, and the outcome may have to be for you to redesign, reduce size, or reduce number of languages.

3.5. Data Export/Import, Data Processing and Data Central Server

3.5.1. The Service supports various data processing operations, such as: (i) Data Processing Rules; (ii) Data Central Server Rules; and (iii) Data export/import wizard. We shall not be responsible for issues relating to extreme use of such features. What would be considered as extreme use will depend on the data processing operations performed and the volumes of data being processed. The following are general guidelines on the limits for the various data processing tasks, based on data sets of different sizes:

	For data processing operations involving data sets with up to:			
	100 variables	1,000 variables	2,000 variables	10,000 variables
Data sets run through Data Central Server Rules (incl. SPSS, SAS and Quantum export in data export wizard) should be limited to:	750,000 records	75,000 records	37,500 records	7,500 records
Data sets run through Data Processing Rules (incl. Triple-S XML – Standard, Horizons Extended Triple-S XML, Excel File, Excel File with Code Labels, Fixed Width and Delimited text export/import in data export wizard) should be limited to:	1,000,000 records	100,000 records	50,000 records	10,000 records

3.5.2. For all data exports and data imports, the total number of variables, as defined above, should not exceed 10 000 columns (aggregated over all loop levels).

3.5.3. The Survey Data Template stores the survey metadata (information about question and response texts, the location of individual data items within the record, valid ranges for responses). The size of this template should be limited by keeping the amount of variables per loop level below 10 000.

3.5.4. The output file generated by exports using the Export GUI or the rule management system should not exceed 500 MB per file.

3.5.5. The size of the data record (row size) should not exceed 100 000 characters per loop level.

3.5.6. The performance of data exports to Excel and tab delimited files is heavily affected by the number of "unlimited" text fields in the exports (i.e. Open Text fields with no field width settings). In Data Processing Rules and the Data Export wizard these fields can be truncated through an "Truncate Open Ends" setting (default is 200 characters). We strongly recommend truncating with this setting instead of choosing "No Truncation (Full Length)", as this will lead to significant improvements in processing time.

3.5.7. For recurring rules, avoid using 'All data' in the source. Use 'Data changed since last run' instead.

If any of these limitations mentioned above are exceeded, you will be responsible for reducing the size. The size can be reduced by using the Survey Data Template editor, which allows reducing the amount of variables and/or the data storage used per variable.

We reserve the right to take reasonable steps to maintain acceptable performance on the SaaS system. Such steps may include the abortion of tasks. We will make reasonable efforts to inform you in advance of such action. You will reasonably co-operate with us during such process.

3.6. SmartHub

3.6.1. For sources, combined sources and contact databases added to SmartHub, or surveys for which users select to "Create Reporting Data" in Horizons authoring, the following limits apply:

Max # of records in a source /survey	10,000,000
Max # of fields in a source/survey	1000
Max # of sources in a hub	200
Max # of fields in a contact database	500

Max # of linked fields between a survey and a contact database	100
Max # of records in a contact database	10,000,000
Max # of records in SurveyActivity in contact database	100,000,000
Max # of sources linked to a contact database	100
Max # of fields linked between source and contact database	100
Max # of sources in combined source	50
Max # of fields in combined source	500
# of sources in a combined source multiplied with # of fields should not exceed	5000

In this context, a fields is defined as a single, opentext, multi, numeric or date question, or an element of a grid, numeric list, opentext list, ranking question or capture order multi.

3.6.2. In case you need to exceed any of these limits you must contact us first.

3.7. Quotas, Incompletes and Redirects

3.7.1. Quotas and Screeners are to be placed at the beginning of the survey questionnaire.

3.7.1.1. The use of quotas, screeners or redirects, or other means resulting in planned avoidance of the survey "complete" status being reached by a respondent having offered a reasonable amount of responses, is prohibited and may be regarded by us as an attempt by the your company to avoid your payment obligations under the Agreement.

3.7.1.2. Exporting "screened" or "quotafull" data for the purposes of commercial exploitation (such as but not limited to providing such data to clients at a charge) is in breach of this AUP.

3.7.2. When setting up quotas, they should not exceed the following limits:

In Grid View Mode: The cross-table should not contain more than 1,000 cells.
In List View Mode: The table should not exceed 25 columns or 10,000 rows.
In List View mode with single targets enabled: The table should not exceed 10,000 rows.

3.8. Tasks: Such as: Exports of reports / Respondent Report PDF Export / Random Data Generator / Exports and imports of data / Bitstream / Variable Calculations / Data Processing / other

3.8.1. It is not allowed to order more than one type of task at the time for execution "asap", nor to schedule a number of tasks to start all at the same exact time (please spread them out in time).

3.8.2. The task execution time should not exceed 1 hour. Please contact support if in doubt.

3.8.3. Horizons will only process one Respondent Report PDF Export ("RRPE") at the time for a given project (generated using sendpdfmail function calls). When using RRPE as part of a survey, you must take steps to spread survey completion across a reasonable period of time. Depending on how long time each export takes, significant queuing may occur. Example: Export takes 30 seconds, then you should not have more than 120 respondents taking the survey over a one hour period (60 minutes / 30 seconds = 120).

3.8.4. For recurrent tasks you must (i) apply a realistic "end by" date so to avoid recurrence for a prolonged time; (ii) avoid selecting overly frequent recurrence such as hourly; (iii) avoid having too many recurrent tasks starting at the same exact same clock time; and (iv) disable the task when the survey is closed; (iv) not run multiple parallel export tasks on the same survey which cause the data to be exported more than once per hour.

3.8.5. Questionnaires or reports created on the Service shall only be used for running surveys on the Service. Any other use (e.g. for exporting to other applications or to other CONFIRMIT clients operating their own server environments) is not permitted, without our express prior written consent.

3.9. Professional and Standard Panel Add-Ons

3.9.1. In utilizing Professional Panels, the following limitations apply:

Max # of Questions in a panel:	500	
Max # of Columns in panel database:	4000	*Column: Each single, numeric, date and open text question will occupy one column in the panel database. Multi questions will occupy one column per answer alternative.*
Max # of Sampling Dimensions:	8	*Sampling Dimensions: The number of dimensions utilized for a given sample job*
Max # of Sampling Size:	25,000	*Sampling Size: The maximum number of panelists that can be returned based on one given sample job*
Max # of cells in combined dimensions:	3.000	*If you combine two or more dimensions inside the sample matrix ("interlocked"), where the number of segments is n1 in dimension 1, n2 in dimension 2 etc., the total number of cells will be n1*n2*n3*n4 etc) = max 3.000.*
Max. # of cells in the sampling matrix:	100,000	*If the matrix has 8 dimensions (combined or not ("non-interlocked")), where the number of segments is n1 in dimension 1, n2 in dimension 2 etc. the total number of cells will be n1*n2*n3*n4* etc) = max 100,000.*
Max # of Records across all panels:	5,000,000	*Records: A record is any panelist record, whether it is a "complete" panelist profile or not*
Max # of Records in Survey History:	100,000,000	
Max # of Records in Credit Transaction History:	100,000,000	

3.9.2. In utilizing Standard Panels, the following limitations apply:

Max # of Questions in a panel:	500	
Max # of Columns in panel database:	4000	*Column: Each single, numeric, date and open text question will occupy one column in the panel database. Multi questions will occupy one column per answer alternative.*
Max # of Sampling Dimensions:	8	*Sampling Dimensions: The number of dimensions utilized for a given sample job*
Max # of Sampling Size:	25,000	*Sampling Size: The maximum number of panelists that can*

		be returned based on one given sample job
Max # of cells in combined dimensions:	3.000	*If you combine two or more dimensions inside the sample matrix ("interlocked"), where the number of segments is n1 in dimension 1, n2 in dimension 2 etc., the total number of cells will be n1*n2*n3*n4 etc.) = max 3.000.*
Max. # of cells in the sampling matrix:	100,000	*If the matrix has 8 dimensions (combined or not ("non-interlocked")), where the number of segments is n1 in dimension 1, n2 in dimension 2 etc. the total number of cells will be n1*n2*n3*n4* etc.) = max 100,000.*
Max # of Records across all panels:	1,000,000	*Records: A record is any panelist record, whether it is a "complete" panelist profile or not*
Max # of Records in Survey History:	20,000,000	
Max # of Records in Credit Transaction History:	20,000,000	

3.9.3. BitStream generations run on large datasets should be performed during off-peak hours. Further, it is not permitted to run multiple recurring BitStream generation tasks on one panel for the purpose of achieving data updates several times per hour.

3.9.4. Limit the number of open text fields included when sampling. BitStream files should only include the fields to be used in filtering and sampling matrices, not the fields you need for the respondent file.

3.9.5. Open text fields that are to be part of the BitStream files should be limited to 4 characters. Open text fields are not supported as segments in the sampling matrix.

3.9.6. To optimize the panel database: use Boolean data types and numeric codes whenever possible, and numeric ranges between 0 and 255 should be specified.

3.9.7. By using the "Panel Registration Survey" box in the Survey Overview area of Horizons, you guarantee on behalf of your company that such survey is only used for panel registration and profile updates, and not for data collection normally conducted in research projects or surveys.

3.9.8. If you are updating panelist records by means of the "Sample Only" functionality shall not utilize such surveys for the purposes of data collection normally conducted in research projects or surveys.

3.9.9. In the event of repeated breach by you of 3.8.2 and 3.8.3, such breaches having been notified by us by email to the Designated User responsible, we may revoke such accesses at no liability to us.

3.9.10. Professional and Standard Panel Sample Files may be deleted by us after 60 days.

3.10. Basic Panel

3.10.1. In utilizing Basic Panels, the following limitations apply:

Max # of Questions in a panel:	500	
Max # of Columns in panel database:	4000	*Column: Each single and open text question will occupy one column in the panel database. Multi and grid questions will occupy one column per answer alternative.*
Max # of Sampling Expressions:	50	*Sampling Expressions: The number of expressions utilized for a given sample job*
Max # of Sampling Size:	10,000	*Sampling Size: The maximum number of panelists that can be returned based on one given sample job*
Max # of Records:	500,000	*Records: A record is any response in the basic panel database, whether it is a "complete" response or not*

3.11. Confirmit Horizons XML WS Add-On

3.11.1. Limitations of use for the XML WS are as follows:

The extent to which you may access and use the Horizons WS shall be determined by the type of access level that has been contracted on the Horizons Order Form. The access levels available allow for the following usage levels:

3.11.1.1. Standard Level Access:
- Max 100 Calls per hour; and
- Max 1 000 Calls per day; and
- Max 5 Surveys accessed in total via the APIs over a period of 24 hours

3.11.1.2. High Level Access:
- Max 500 Calls per hour; and
- Max 5 000 Calls per day; and
- Max 20 Surveys accessed in total via the APIs over a period of 24 hours

3.11.1.3. Superior Level Access:
- Max 3 000 Calls per hour; and
- Max 20 000 Calls per day; and
- Max 35 Surveys accessed in total via the APIs over a period of 24 hours

3.11.2. For use of "GetData" method in the SurveyData class, and assuming that you abide by the two following requirements, you will be granted to access any number of Surveys over a period of 24 hours, even if there is a limit of 5 / 20 / 35 in the above:

3.11.2.1. The Surveys accessed have been receiving at least one data collection complete response over the past 12 hours; and

3.11.2.2. Recurring calls to retrieve project data through the GetData method in the SurveyData class are performed by incremental retrieval (only retrieve new and modified records, based on the "lasttouched" timestamp).

3.11.3. The level of Calls set forth in Section 3.11.1 are offered under the assumption that the hourly average CPU utilization across all Calls remains below the level of 50, as measured by our monitoring tools. We will guide is in how you can test the impact of your intended use, and we will help you analyze the CPU implications thereof. In the event that the average CPU utilization was to exceed 50 on a recurring basis, you may be requested to reduce either the CPU utilization by reprogramming its application(s), or reduce the number of calls by the applicable ratio, example being; If actual average CPU is 100, the number of allowed Calls will be 50/100= 50%. If average CPU is 200, the number of allowed Calls will be 50/200= 25%.

3.11.4. The thresholds in this section 3.10 are not hard enforced by the Software as of the date of release of this policy, but we retain the right to do so in future.

3.12. Computer Assisted Telephone Interviewing (CATI) Add On

3.12.1. Although the number of CATI interviewers and CATI interviewer groups that can be created in the Service is not limited by the

license, not more than 5000 in total should exist at any one time.

3.12.2. Although the number of scheduling routines that can be created in the system is not limited by the license, not more than 100 should exist at any one time.

3.12.3. Although the number of extended status groups that can be created in the system is not limited by the license, not more than 100 should exist at any one time.

3.12.4. Although the number of filters that can be created in the system is not limited by the license, not more than 50 should exist per survey.

3.12.5. In the event switch mode (starting an interview in one data collection mode, and ending it in another) is utilized by you in certain surveys, and where the ending point is a CATI or CAPI survey, it is normally expected that the majority of the data collection is being done on the CATI mode. In the event a majority of data collection being done on CAWI (the web data collection mode), this behavior may be regarded by us as an attempt by your company to avoid its payment obligations outlined in the Agreement.

3.12.6. Although the number of scheduled calls that exist on the system is unlimited not more than 3,000,000 should exist in total across all surveys inside of a single Horizons company unit. Scheduled calls are those that appear in the "Scheduled" list in the call management dialog for a survey.

3.12.7. For closed CATI surveys that have been inactive for 90 days the CATI calls and CATI interviewer/group assignments will automatically be deleted.

3.11.8. A Horizons company should not exceed 2,000 concurrent CATI interviewers.

3.13. E-mail Opt Out Add-On

3.13.1. For the E-mail Opt Out add-on, the following limits apply:

- Max number of E-mails cleaned against the Opt Out Database: Max 50,000 per day
- Max number of E-mails in the blacklists in the Opt Out Database: Max 500,000 in total

3.14. Active Dashboards Add On

3.14.1. We reserve the right to restrict the volume of data available in a single or combined survey to 1 million records. Once the volume of data reaches 1 million records, we will no longer support it using Active Dashboards. The dataset must be limited to that volume.

3.14.2. The maximum number of users that can be assigned across all dashboards is 5,000.

3.15. Action Management Add On

3.15.1. Compliance with applicable e-mailing laws: Action Management supports the set-up of (automated) e-mailing routines. Independently of whether it is one of your employees who administrates such functions, or one End-User to whom your company has granted permissions to administrate the applicable functions, your company remains fully responsible for compliance with applicable laws as defined in the Agreement. This includes a requirement to abide by the e-mailing rules of the Acceptable Use Policy.

3.15.2. Your company will remain responsible, under the Agreement, for all acts and omissions of any End User to whom you grant administrative access to Action Management, so it is strongly recommended that you train them accordingly.

3.15.3. End Users: There is no technical limit to the number of End User profiles that can be created and granted access to Action Management, provided however that commercial limitations may apply. Performance cannot be guaranteed for more than 25 *concurrent* users (users logged in at the same time). Reduced performance for heavy concurrent usage should be expected, and we may need to impose limitations of concurrent usage so to ensure the continued stability of the SaaS service for all users.

3.15.4. Case Volume: Performance is only guaranteed for up to 5,000 cases returned in a query.

3.15.5. PII: End Users of Action Management will be able to see all data associated with their cases, which may include Personally Identifiable Information / Personal Data. Responsibility to make sure such information is not abused by End Users resides with your company.

3.15.6. We reserve the right to throttle case generation if your account has a large number of triggers and is affecting the ability for other users to create cases in a timely manner or otherwise operate the SaaS service.

3.16. Confirmit Horizons Translator Add On

3.16.1. Translator will be able to show answerlists of up to 1309 answers. Longer lists will not work.

3.17. Genius Text Analytics Add On

3.17.1. When submitting data to Genius Text Analytics for analyzing and retrieving sentiment and categories for unstructured text data, the following limits apply:

- Max size of each verbatim (one response on one opentext variable): Max 2500 characters
- Max number of verbatims processed per hour: Max 5,000 in total
- Max number of verbatims processed per day: Max 60.000 in total

These limits apply regardless of whether a verbatim is reprocessed or processed for the first time. If you see you need to exceed any of these limits, you need to contact Confirmit first before starting to submit data.

3.17.2. Verbatim data is kept on the Genius servers for 12 months after it was initially submitted, allowing reprocessing of already submitted data without additional charges. If verbatim data is to be reprocessed after data has been removed after 12 months, it will have be resubmitted and another charge will incur per verbatim.

3.17.3. Any recurring task set up to submit verbatim data for text analytics and retrieve and store category and sentiment data back to Horizons must be set up as incremental, so that only new or modified responses since last execution are submitted. Reprocessing of data must only happen exceptionally, for example on a revision of the models used for text analysis.

4. CONSEQUENCES OF (i) PROHIBITED USE, AND (ii) VIOLATIONS OF THESE REGULATIONS OF USAGE

4.1. Violations by you, your company, or any other party authorized to access and use the Services under the Agreement, including use by Third Party Users, of the regulations in Articles 2 and 3 of this Schedule may result in (i) immediate removal of offending materials; (ii) blocked access to, or partial or full suspension of Service; or (iii) other reasonable actions appropriate to address the violation, as determined by us in our sole discretion. We shall make reasonable efforts to contact you so that violations may be addressed voluntarily by you however we reserve the right to act without notice when necessary to preserve the stable, secure and uninterrupted operations of the Service, as determined by us in our sole discretion.

4.2. You may be requested by us to bring the offending or breaching materials in compliance with this AUP and the Agreement. Any costs incurred by you in conjunction with this shall be borne solely by you and your company.

4.3. We may involve, and will cooperate with, law enforcement agencies and government agencies if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law.

4.4. With the exception of our gross negligence of willful misconduct, we shall have no liability whatsoever to you and your company in

connection with actions taken by us in response to your violation of this AUP. Furthermore, you and your company shall not be entitled to any compensation under the Service Level Agreement if the cause of the issue is a breach of the AUP by you.

4.5. We will charge you and your company at our standard rates for Additional Services for work necessitated by it and related to breaches of the AUP by you. Charges will be applied reasonably, but repeated offences will be charged in full. Charges may e.g. apply when we are to (i) investigate or otherwise respond to any alleged or actual violation of this AUP by you; (ii) remedy harm caused to us or any of our other customers by your use of the Service in violation of this AUP or the Agreement; (iii) respond to third party complaints related to your use of the Service in breach of the AUP; and (iv) work related to removal of our Internet Protocol numbers from any "blacklist" in the wake of your actions.

5. INCIDENT REPORTING

5.1. Any complaints regarding violations of this AUP should be directed to abuse@confirmit.com, and where possible, include details that would assist us in investigating and resolving the complaint.

6. REVISIONS OF THIS AUP

6.1. We may modify this AUP at any time with thirty (30) days prior email notification (including via Newsletters) to Designated Users.

General recommendations when sending email invitations from the Service

To assist you in complying with the laws and regulations that prohibit 'spam' in email messages (e.g., CAN-SPAM Act of 2003 in the US and the European Directive 2002/58/CE of 12 July 2002 on privacy and electronic communications) we have prepared the following recommendations. ***These are not a substitute for independent legal and regulatory advice obtained from your own advisors based on the situation, the specific circumstances and the particular jurisdictions, laws and regulations that apply*.**

Generally, the laws in the US, Europe and other jurisdictions prohibit sending unsolicited or undesired email or "spam." Most also require there be a notice and working mechanism (e.g., link) in the email to enable the recipient to "opt out" – to request exclusion from receiving additional emails from you. These laws also generally prohibit sending emails that do not accurately identify the sender's name, return address and the email address of the originator of the email and generally prohibit misrepresenting one's identity. Furthermore, these laws usually prohibit sending email for the primary purpose of commercial advertising or promotion, whether or not you are using or referring to an Horizons survey, without consent and also restrict the use of email for soliciting charitable donations, petitions for signatures, chain emails or collecting responses from unsolicited email.

Here are some recommendations based on our experience:

1. Avoid using "spam" related terms as a teaser in the subject field (e.g. "win", "chance to win", "get paid to respond").
2. Avoid ambiguity - in the subject heading field clearly identify the non-sales/non-marketing reason the individual is being contacted by email.
3. Be transparent - tell the recipient how you obtained access to his/her email address: For example:
   - "We at <company> are contacting our clients for this satisfaction survey."
   - "You are receiving this invitation because you have joined the <company> panel."
   - "We at <company1> have been asked to perform this study on behalf of <company2>, who provided your email address to us."
4. Include opt-out information in the email e.g.,
   - "If you do not wish to receive further invitations from us to participate in surveys, please send an email to <email address> or click the following link <link>. It may take up to <number> days to process your request. If you receive further invitations or reminders during that period, please disregard them."

   Make sure the opt out procedures work
5. Include a link to your Privacy Policy which clearly sets out how data that is collected will be used, how you intend to maintain anonymity of respondents. You should do so either in the Invitation email or at the beginning of the survey. We also recommend you to include a link to your Privacy Policy on every page of your questionnaire (easily achieved by including the link in the Web Interview template).
6. You must clearly and accurately identify the company and person sending the email, including your company's physical address.

Useful links in relation to the above are

- http://business.ftc.gov/documents/bus61-can-spam-act-Compliance-Guide-for-Business.
- http://www.esomar.org/knowledge-and-standards/codes-and-guidelines/guideline-for-online-research.php, see #2.2 in particular.

DOCUMENT CHANGE LOG

The key changes between AUP v18.0 v3 (published July 2014) and AUP v17.5 (published November 2012) are:

- *The term Software as a Service (SaaS) replaces the term On-Demand*
- *The name Confirmit Horizons replaces Confirmit Professional*
- *Added storage limit clarifications for SmartHub in the box at the beginning of 3*
- *Added new 3.2.1.6*
- *New clause 3.3.3 about process for concurrent access to RxAs*
- *New Section 3.6 - SmartHub*
- *Increased limits in 3.7.2 and 3.12.8*
- *Increased the limits in 3.11.1 and 3.11.8*
- *New Product, Active Dashboards: New Section 3.14*
- *New Product, Action Management: New Section 3.15*
- *New Product, Genius Text Analytics: New Section 3.17*